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\*\* E-filed June 30, 2010 \*\*

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Attorneys for Defendants and Counterclaim  
Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

PixArt Imaging Inc. Plaintiff,  
v.  
Avago Technologies General IP (Singapore)  
Pte. Ltd., Avago Technologies ECBU IP  
(Singapore) Pte. Ltd., and Avago Technologies  
U.S., Inc.,  
Defendants.

CASE NO. C 10-00544 JW  
**STIPULATED PROTECTIVE ORDER  
AS AMENDED BY THE COURT**

Avago Technologies General IP (Singapore)  
Pte. Ltd., Avago Technologies ECBU IP  
(Singapore) Pte. Ltd., and Avago Technologies  
U.S., Inc.,

Counterclaim Plaintiffs,

v.  
PixArt Imaging Inc., Counterclaim Defendant.

## **STIPULATED PROTECTIVE ORDER**

Pursuant to Rule 26(c)(7) of the Federal Rules of Civil Procedure, upon the consent and stipulation of the parties, Plaintiff and Counterclaim-Defendant PixArt Imaging, Inc. (“PixArt”) and Defendants and Counterclaim-Plaintiffs Avago Technologies General IP (Singapore) Pte. Ltd., Avago Technologies ECBU IP (Singapore) Pte. Ltd., and Avago Technologies U.S., Inc. (collectively “Avago”), and for good cause shown,

IT IS HEREBY ORDERED BY THE COURT as follows:

8        1. Any document, or portion thereof, and any other form of evidence or discovery  
9 contemplated under Rules 26 through 36 of the Federal Rules of Civil Procedure which, in the  
10 good faith opinion of the party producing the discovery responses (hereinafter “the Producing  
11 Party”), contains any trade secret or other confidential commercial information may be  
12 designated by the Producing Party as “Confidential.” Confidential information, designated as  
13 such in accordance with this Order, shall be disclosed or made available only to persons  
14 specified in Paragraphs 4 and 5 herein. All copies of materials properly designated as  
15 “Confidential,” and all extracts, abstracts, charts, summaries, and notes made from materials  
16 properly designated as “Confidential,” shall be Confidential information. ← (See Addendum to  
Protective Order.)

17        2. Any document, or portion thereof, and any other form of evidence or discovery  
18 contemplated under Rules 26 through 36 of the Federal Rules of Civil Procedure which, in the  
19 good faith opinion of the Producing Party, contains any trade secret or other confidential or  
20 commercial information that the Producing Party believes in good faith gives a competitive  
21 advantage over others who do not possess such information, which is not generally known to  
22 others in the Producing Party's trade or business, which the Producing Party would normally not  
23 reveal to third parties except in confidence or has undertaken with others to maintain in  
24 confidence, and which is viewed by the Producing Party as more sensitive than Confidential  
25 information, may be designated by the Producing Party as "Confidential Attorneys' Eyes Only"  
26 information. Information designated as Confidential Attorneys' Eyes Only in accordance with  
27 this Order, shall be disclosed or made available only to persons as described in Paragraphs 4 and  
28 5 herein, and is not to be copied or otherwise reproduced except for the limited purpose of

1 conducting this litigation, including preparing exhibits for affidavits, depositions, hearings, or for  
 2 trial. All copies of materials properly designated as “Confidential Attorneys’ Eyes Only,” and all  
 3 extracts, abstracts, charts, summaries, and notes made from materials properly designated as  
 4 “Confidential Attorneys’ Eyes Only,” shall be Confidential Attorneys’ Eyes Only information.

5       3.      Confidential Information and Confidential Attorneys’ Eyes Only information may  
 6 be made subject to the Protective Order as follows:

7                 (a)     With respect to documents or copies provided by the Producing Party to  
 8 the party receiving the discovery responses (hereinafter “the Receiving Party”), by marking the  
 9 initial page and the page or pages on which any Confidential Information appears with the  
 10 legend “CONFIDENTIAL,” and by marking the initial page and the page or pages on which any  
 11 Confidential Attorneys’ Eyes Only information appears with the legend “CONFIDENTIAL  
 12 ATTORNEYS’ EYES ONLY.” The Producing Party shall so mark documents or copies prior to  
 13 or at the time of supplying them to opposing counsel.

14                 (b)     With respect to documents or copies produced by the Producing Party for  
 15 inspection by opposing counsel, such documents are deemed to be, and shall be treated as,  
 16 Confidential Attorneys’ Eyes Only documents, whether or not so marked, unless and until  
 17 opposing counsel requests copies of such documents and the Producing Party supplies such  
 18 copies to opposing counsel. Copies of such documents supplied to opposing counsel shall be  
 19 made subject to this Order if, prior to or at the time of supplying them to opposing counsel, the  
 20 Producing Party marks such copies as “CONFIDENTIAL” or “CONFIDENTIAL  
 21 ATTORNEYS’ EYES ONLY,” as provided in Paragraph 3(a) above.

22                 (c)     Testimony or information disclosed at a deposition may be designated by  
 23 a Producing Party as Confidential or Confidential Attorneys’ Eyes Only information by  
 24 indicating on the record at the deposition the specific testimony or subject matter of the  
 25 testimony which contains Confidential information or Confidential Attorneys’ Eyes Only  
 26 information that is to be made subject to the provisions of this Order. The parties will use their  
 27 best efforts to make all such designations during the deposition. A Producing Party may later  
 28 designate testimony or information disclosed at a deposition as Confidential or Confidential

1 Attorneys' Eyes Only by notifying all parties in writing, within thirty days of receipt of the  
 2 transcript, of the specific pages and lines of the transcript, or the subject matter of the testimony  
 3 that is to be designated Confidential or Confidential Attorneys' Eyes Only. Each party shall  
 4 attach a copy of such written statement to the face of the transcript and each copy thereof in its  
 5 possession, custody or control. If no confidentiality designation is made at the time of a  
 6 deposition, such deposition nonetheless shall be treated as Confidential Attorneys' Eyes Only  
 7 information from the taking of the deposition until thirty days after receipt of the transcript, or  
 8 until receipt of the notice referred to in this paragraph, whichever occurs sooner.

9                     (d) In the case of responses to interrogatories, or other discovery requests, or  
 10 responses, affidavits, briefs, memoranda or other papers filed with the Court, information  
 11 contained therein may be designated as Confidential or Confidential Attorneys' Eyes Only by  
 12 prominently marking such paper "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS'  
 13 EYES ONLY"

14                     (e) Tangible objects may be designated as Confidential or Confidential  
 15 Attorneys' Eyes Only by affixing to the object or its container a label or tag marked  
 16 "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEYS' EYES ONLY." Electronic files  
 17 produced on media may be designated as Confidential or Confidential Attorneys' Eyes Only by  
 18 affixing to the media a label or tag marked "CONFIDENTIAL" or "CONFIDENTIAL  
 19 ATTORNEYS' EYES ONLY."

20                     (f) To the extent that information has been produced prior to the entry of this  
 21 Order Which a Producing Party desires to designate as Confidential or Confidential Attorneys'  
 22 Eyes Only, the Producing Party may, within twenty days of the entry of this Order, designate any  
 23 information as Confidential or Confidential Attorneys' Eyes Only by identifying in writing to the  
 24 Receiving Party which such documents, testimony or tangible objects should be treated as  
 25 Confidential or Confidential Attorneys' Eyes Only. and as otherwise ordered  
by the Court,

26                     4. (a) Except as provided in Paragraph 5 herein, Confidential information, and  
 27 any analysis or report containing Confidential information, may be made available to and  
 28 inspected by:

(i) up to six persons per party who have been designated as either independent expert witnesses or independent consultants and personnel acting under their direct or indirect supervision; and

4 (ii) the parties' outside counsel of record in this action and personnel  
5 of outside counsel.

21 (v) (a) Independent litigation support services, including document  
22 reproduction services, computer imaging services, and demonstrative exhibit services, provided  
23 such individuals are merely performing clerical or ministerial tasks;

24 (b) Interpreters, as necessary to translate documents;

25 (vi) Non-party individuals who are designated in the document or  
26 material itself as an author or recipient of the designated document or material;

27 (vii) One in-house counsel of the parties who is designated and  
28 identified within this Stipulated Protective Order. If any such designated and identified

1 employee leaves the designating party's employment or has a significant change in their job  
2 duties or responsibilities, the affected party may designate, for purposes of this protective order,  
3 a replacement in-house counsel upon written notice to the other party. The in-house counsel are  
4 as follows:

5 For Avago:

6 Floyd Anderson

7 For PixArt:

8 Yenmin Chang

9 If one or more of the foregoing in-house counsel leaves the employ of his or her respective  
10 employer, the affected party may designate, for purposes of this protective order, replacement in-  
11 house counsel upon written notice to the other party.

12 (b) Except as provided in Paragraph 5 herein, Confidential Attorneys' Eyes  
13 Only information, and any analysis or report containing Confidential Attorneys' Eyes Only  
14 information, may be made available to and inspected by persons described in Paragraph 4(a)(i)-  
15 (vi).

16 For purposes of persons designated as independent expert witnesses or independent  
17 consultants pursuant to Paragraph 4(a)(i), each party shall disclose to the other party, by  
18 facsimile and first class mail, the identity, residence, signed undertaking, and curriculum vitae of  
19 each independent expert witness or independent consultant at least five (5) business days prior to  
20 the first disclosure of Confidential information or Confidential Attorneys' Eyes Only information  
21 to that independent expert witness or independent consultant. If a party objects to the identified  
22 expert or consultant, it shall make its objections known in writing within five (5) business days  
23 of notification. If agreement on the independent expert or consultant cannot be reached, the  
24 objecting party shall have ten (10) business days after making its objections known to seek a  
25 protective order from the Court. In such case, no disclosure shall be made to the expert until the  
26 Court has ruled on the motion for a protective order. If the objecting party fails to seek a  
27 protective order within that time, the objection shall be deemed waived and Confidential  
28 information or Confidential Attorneys' Eyes Only information may be disclosed to the

1 independent expert subject only to this Protective Order.

2 It is the specific intent of this subparagraph that Confidential Attorneys' Eyes Only  
3 information shall not be available to other individuals including the parties, or their employees,  
4 except as may be permitted pursuant to Paragraph 5 herein.

5 (c) No Confidential information or Confidential Attorneys' Eyes Only  
6 information shall be revealed or disclosed, in whole or in part, directly or indirectly, to any  
7 individual described in Paragraphs 4(a) or 4(b), with the exception of outside counsel and the  
8 personnel of outside counsel as set forth in Paragraph 4(a), trial and appellate courts and the  
9 courts' official court reporters, or to any individual who is otherwise authorized to receive or  
10 view such information pursuant to Paragraph 5, unless and until that individual has been given a  
11 copy of this Order and has duly completed and signed an undertaking in the form attached as  
12 Exhibit A, any and all of which signed undertakings shall be retained in duplicate by outside  
13 counsel of record for the Receiving Party.

14 (d) The limitations on the disclosure of Confidential information apply to all  
15 Confidential information, including but not limited to draft memoranda, expert reports, and  
16 briefs. The limitations on the disclosure of Confidential Attorneys' Eyes Only information apply  
17 to all Confidential Attorneys' Eyes Only information, including but not limited to draft  
18 memoranda, expert reports, and briefs.

19 5. In the event that counsel for a party deems it necessary to disclose any  
20 information of the Producing Party designated Confidential or Confidential Attorneys' Eyes  
21 Only to any person not specified in Paragraph 4 herein, said counsel first shall notify counsel for  
22 the Producing Party in writing of (a) the information or documents to be disclosed, and (b) the  
23 person(s) to whom such disclosure is to be made, and shall attempt to reach agreement regarding  
24 such disclosure. If agreement cannot be reached, the party wishing such disclosure shall make an  
25 appropriate motion. In the event of such motion, this Court shall rule as to whether such  
26 disclosure may be made and whether any restrictions or limitations should be placed on such  
27 disclosure. Until such motion is decided finally by this Court, no disclosure shall be made.

28 6. If a Producing Party discloses any document, or portion thereof, or any other form

1 of evidence or discovery contemplated under Rules 26 through 36 of the Federal Rules of Civil  
 2 Procedure which it later determines was not, but should have been, designated Confidential  
 3 information or Confidential Attorneys' Eyes Only information, the Producing Party may so  
 4 designate such materials by serving a written notice upon the Receiving Party. The Producing  
 5 Party shall, at the time of such written notice or within a reasonable time thereafter, produce a  
 6 copy of such discovery materials marked with the appropriate re-designation. The Receiving  
 7 Party's outside counsel shall thereafter take reasonable steps to ensure that all known copies of  
 8 previously produced, mis-designated discovery materials and materials containing or referring to  
 9 such previously produced, mis-designated discovery materials are appropriately re-designated,  
 10 destroyed, or returned to the Producing Party. The Receiving Party's outside counsel also will  
 11 ensure that, upon re-designation, persons not entitled to have access to Confidential information  
 12 or Confidential Attorneys' Eyes Only information, as the case may be, promptly return them to  
 13 such outside counsel. The disclosure or use of previously produced, mis-designated discovery  
 14 materials by the Receiving Party prior to the service of written notice by the Producing Party  
 15 shall not constitute a violation of this Protective Order so long as such disclosure or use of  
 16 previously produced, mis-designated discovery materials was made in good faith.

17       7. If a Receiving Party in possession of discovery materials designated as  
 18 Confidential information or Confidential Attorneys' Eyes Only information receives a subpoena  
 19 from a non-party to this action seeking production or other disclosure of such discovery  
 20 materials, the Receiving Party shall immediately give written notice to the Producing Party,  
 21 specifying the discovery materials sought and enclosing a copy of the subpoena or other form of  
 22 compulsory process. Where possible, at least ten (10) calendar days' notice shall be given before  
 23 production or disclosure is due. In no event shall production or disclosure be made without  
 24 either: (i) the Receiving Party having obtained a release under this Protective Order to make such  
 25 production or disclosure; or (ii) a court ordering such production or disclosure.

26       8. The production of any discovery materials governed by this Protective Order shall  
 27 be without prejudice to any claim by the Producing Party that such discovery materials are  
 28 protected from discovery on the basis of privilege or the work-product doctrine, so long as such

1 production was made inadvertently. No Producing Party shall be held to have waived any of its  
 2 rights by such an inadvertent production. If, after discovery materials are produced, a claim of  
 3 privilege and/or work product is subsequently made, the Receiving Party shall take reasonable  
 4 steps to ensure that all known copies of such discovery materials are returned promptly to the  
 5 Producing Party. After the return of the discovery materials, the Receiving Party may challenge  
 6 the Producing Party's claim of privilege and/or work-product by filing a motion with the Court.  
 7 Any determination by the Court on the Producing Party's claim of privilege and/or work product  
 8 shall be made without regard to the fact that such discovery materials have been produced so  
 9 long as such production was made inadvertently. The Receiving Party shall bear the burden of  
 10 proving that such production was not made inadvertently.

11 ~~The parties acknowledge that this Stipulated Protective Order creates no entitlement to file~~  
 12 ~~9. The Clerk of the Court is provisionally directed to maintain under seal all~~  
~~confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures~~  
~~information, documents, objects and other materials filed with the Court that have been~~  
~~that must be followed and reflects the standards that will be applied when a party seeks permission from the~~  
~~designated by a party to this action as Confidential or Confidential Attorneys' Eyes Only~~  
~~Court to file material under seal.~~  
 14 ~~pending a final determination by the Court that good cause exists to permit the information,~~  
 15 ~~documents, objects or other materials to be filed under seal. To assist the Clerk, any document or~~  
 16 ~~object that a party wishes to have placed under seal pursuant to this Order shall be filed in the~~  
 17 ~~Clerk's Office in a sealed envelope or other appropriate sealed container on which shall be~~  
 18 ~~endorsed the title and docket number of this action, an identification of the nature of the contents~~  
 19 ~~of the sealed envelope or container, the words "CONFIDENTIAL" or "CONFIDENTIAL~~  
 20 ~~ATTORNEYS' EYES ONLY," and a statement substantially in the following form:~~

21 ~~SUBJECT TO PROTECTIVE ORDER ENTERED IN CASE NO.~~  
 22 ~~C03-4871 JW. This envelope, containing documents that are filed~~  
~~in this case by [name of party], is not to be opened nor are the~~  
~~contents thereof to be displayed or revealed except by order of the~~  
 23 ~~Court.~~

24 ~~A second copy of any pleading or paper specifically intended for review by the Court may be~~  
 25 ~~hand delivered to the Court's chambers appropriately marked, in order to assure that the same is~~  
 26 ~~brought promptly to the Court's attention. Any party desiring to file any Confidential~~  
 27 ~~information or Confidential Attorneys' Eyes Only information under seal must comply fully with~~  
 28

1 the Local Rules concerning such filings, including in particular Northern District Local  
 2 Rule 79-5 and General Order 62.

3       10. (a) The parties shall provide, when practicable, advance notice to the Court  
 4 and other parties when they intend to use Confidential information or Confidential Attorneys'  
 5 Eyes Only information in court proceedings. Nothing in this Order shall prevent a party from  
 6 using, during depositions, hearings, trial, or other proceedings held in this action, any  
 7 information or materials designated as Confidential or Confidential Attorneys' Eyes Only.

8           (b) At the deposition of a third party, such third party may be shown any  
 9 document or other material designated as Confidential or Confidential Attorneys' Eyes Only,  
 10 provided that: (i) the third party authored, created, received, or knows of the document or other  
 11 material; or (ii) the third party is made subject to this Order, pursuant to Paragraphs 4 and/or 5  
 12 herein.

13       11. The information produced by the parties pursuant to pretrial discovery in this  
 14 action may be used and disclosed only for purposes of this action. No party or person shall make  
 15 any other use of any such information, including, but not limited to, use for commercial, or  
 16 competitive purposes or use in any other legal proceeding, except as permitted by a court order.

17       12. No copies of Confidential information or Confidential Attorneys' Eyes Only  
 18 information shall be made except by or on behalf of attorneys of record in this case or persons  
 19 otherwise bound by this Order. Any attorneys or other persons bound by this Order who make or  
 20 cause to be made copies of Confidential information or Confidential Attorneys' Eyes Only  
 21 information shall maintain all such copies within their possession or the possession of others who  
 22 are entitled to access to such Confidential information or Confidential Attorneys' Eyes Only  
 23 information under this Order.

24       13. Nothing in this order shall be deemed to preclude any party from seeking and  
 25 obtaining modifications of this Order, including, but not limited to, modifications which would  
 26 provide additional protection with respect to the confidentiality of documents or other discovery  
 27 materials. Further, the parties expressly reserve the right to seek to modify this Order to allow  
 28 persons identified in Paragraph 4(a)(vii) to have access to certain documents or information

1 designated as Confidential Attorneys' Eyes Only should such needs arise.

2       14. Nothing herein shall be construed as preventing any party from using or  
 3 continuing to use any information designated as Confidential or Confidential Attorneys' Eyes  
 4 Only under this Order if the Receiving Party, its counsel or independent consultants can show as  
 5 a matter of written record that the information (a) was already known to the Receiving Party  
 6 from legitimate sources, (b) was independently developed by the Receiving Party, (c) was  
 7 obtained from the Producing Party without having been identified as Confidential or Confidential  
 8 Attorneys' Eyes Only, or (d) was received after the time of disclosure hereunder from a third  
 9 party having the right to make such disclosure and was not required to be held in confidence.  
 10 Should a dispute arise as to any specific information or materials, the burden shall be upon the  
 11 party claiming that such information or materials is or was publicly known or was lawfully  
 12 obtained other than through discovery of the Producing Party.

13       15. Nothing herein shall be construed as an agreement or admission: (a) that any  
 14 information, document or the like designated as Confidential or Confidential Attorneys' Eyes  
 15 Only is in fact confidential or a trade secret; or (b) with respect to the competency, relevance or  
 16 materiality of any such information, document, testimony, or tangible object. The parties reserve  
 17 the right to make any and all objections as to the admissibility of the documents produced subject  
 18 to this Order until trial of this case.

19       16. A party shall not be obligated to challenge the propriety of a Confidential or  
 20 Confidential Attorneys' Eyes Only designation at the time made, and a failure to do so shall not  
 21 preclude a subsequent challenge thereto. In the event that any party to this litigation disagrees at  
 22 any point in these proceedings with the designation by the Producing Party of any information as  
 23 Confidential or Confidential Attorneys' Eyes Only, the parties shall try first to dispose of such  
 24 dispute in good faith on an informal basis<sup>✓</sup>. If the dispute cannot be resolved, the party shall  
 25 inform the opposing party or third party in writing that the document should not be deemed  
 26 confidential and shall cite this paragraph. The party objecting to the "Confidential" or  
 27 "Confidential Attorneys' Eyes Only" status of a document must present a motion to the Court  
 28 objecting to such status. On any such motion, the proponent of the "Confidential" or

1     “Confidential Attorneys’ Eyes Only” designation shall bear the burden of proof. The document  
 2     shall continue to have such status unless and until such a motion is presented, and during the  
 3     pendency of any such motion.

4                 17. Within sixty (60) days after the conclusion of this action, all documents, objects,  
 5     and other materials produced or designated as Confidential or Confidential Attorneys’ Eyes  
 6     Only, and all reproductions thereof, shall be returned to the Producing Party or shall be  
 7     destroyed, at the option of the Producing Party. If the Producing Party directs the Receiving  
 8     Party to destroy such Confidential or Confidential Attorneys’ Eyes Only materials and copies,  
 9     then the Receiving Party, within ten days of destroying such materials and copies, must certify in  
 10   writing that it has destroyed such materials and copies, and serve said certification upon the  
 11   Producing Party.

12                 Insofar as the provisions of this and any other Protective Orders entered in this action  
 13   restrict the communication and use of information produced thereunder, such Orders shall  
 14   continue to be binding after the conclusion of this litigation except (a) that parties and/or their  
 15   counsel may maintain a copy set of all pleadings and other court filings, including exhibits, (b)  
 16   that there shall be no restrictions on documents that are used as exhibits in Court (unless such  
 17   exhibits were filed under seal); and (c) that a party may seek the written permission of the  
 18   Producing Party or further order of the Court with respect to dissolution or modification of any  
 19   such Protective Orders. *For a period of six months after the final termination of this action, this  
 court will retain jurisdiction to enforce the terms of this protective order.*

20                 18. This Order has been entered to facilitate discovery and presentation of evidence to  
 21   the Court. Neither the designation of any information, document, testimony or tangible object as  
 22   Confidential or Confidential Attorneys’ Eyes Only, nor the failure to make such designations  
 23   shall constitute evidence with respect to any issue in this action.

24                 19. The terms of this Protective Order shall be applicable to any third party who  
 25   produces information that is designated by such third party or a party hereto as Confidential or  
 26   Confidential Attorneys’ Eyes Only.

27                 20. This Order shall not prevent any party from applying to the Court for a further  
 28   order of injunctive or other relief, and shall not preclude any party from enforcing its rights at

1 law or in equity with respect to any information, document, or thing against any other person,  
2 including another party, believed to be violating the rights of any party.

3       21. All notices or communications that are required or permitted to be given to a party  
4 under this Protective Order shall be made in writing and shall be sent that party's counsel of  
5 record in this litigation via email, in the form of a PDF file, followed up by a confirmation copy  
6 sent via Federal Express or other overnight express delivery service.

7           IT IS SO ORDERED.

8 Dated: June 30, 2010



9  
10 HOWARD R. LLOYD  
11 United States Magistrate Judge

12 STIPULATED TO:

13 Dated: June 11, 2010

14 MAYER BROWN, LLP

15 By: /s/ Cliff Maier  
16 CLIFF MAIER  
17 Attorneys for Defendants and  
18 Counterclaim-Plaintiffs  
19 AVAGO TECHNOLOGIES GENERAL IP  
20 (SINGAPORE) PTE. LTD., AVAGO  
21 TECHNOLOGIES ECBU IP  
22 (SINGAPORE) PTE. LTD., AND AVAGO  
23 TECHNOLOGIES U.S., INC.

24 I hereby attest, pursuant to section X of General Order 45, that concurrence in the filing  
25 of this document has been obtained from Michael H. Page, Esq., Attorneys for Plaintiff and  
26 Counterclaim-Defendant PixArt Imaging Inc..

27 Dated: June 11, 2010

28 By: /s/ Cliff Maier  
29 CLIFF MAIER

1

**EXHIBIT A**

2

**UNDERTAKING**

3

1. I have carefully read and understand the attached Stipulated Protective Order (the  
2 "Order") which has been entered by the United States District Court for the Northern District of  
3 California in an action captioned *PixArt Imaging, Inc. v. Avago Technologies General IP*  
4 (*Singapore*) Pte. Ltd., et al., Case No. C 10-00544 JW. The initially capitalized terms in this  
5 Undertaking shall have the meanings supplied in the Order.

6

2. Pursuant to the Order, I may be given access to Confidential information and/or  
3 Confidential Attorneys' Eyes Only information in the above-referenced action. As a condition of  
4 access to that Confidential information and/or Confidential Attorneys' Eyes Only information,  
5 and in consideration of that access; (a) I agree that I shall be bound by and comply with all the  
6 terms of the Order, including those limiting disclosure and use of the Confidential information  
7 and Confidential Attorneys' Eyes Only information, and (b) I submit to the jurisdiction of the  
8 United States District Court for the Northern District of California for the enforcement of the  
9 Order.

10

3. By reason of this Undertaking, the obligations imposed on me by the Order shall  
4 be enforceable by the Producing Party to redress any breach of the Order or this Undertaking.

11

4. I have executed this Undertaking in duplicate on

12

\_\_\_\_\_ whereupon it becomes binding in accordance with its terms.

13

5. My current address is \_\_\_\_\_  
14 and my current occupation/job description is as \_\_\_\_\_  
15 follows: \_\_\_\_\_  
16 \_\_\_\_\_

17

6. I have no prior or current affiliation with either of the parties to this action, OR  
18 [explain any prior or current affiliation other than expert consultation in connection with this  
19 litigation] \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

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3 I declare under penalty of perjury under the laws of the United States of America that the  
4 foregoing is true and correct.

5 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010 in \_\_\_\_\_.  
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**ADDENDUM TO PROTECTIVE ORDER**

PixArt Imaging, Inc. v. Avago Technologies General IP (Singapore) Pte. Ltd. et al.,  
Case No. C10-00544 JW (HRL)

IT IS HEREBY ORDERED as follows:

1.1 (a) Each party or non-party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. A designating party must take care to designate for protection only those parts of material, documents, items or oral or written communications that qualify — so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

(b) Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process, or to impose unnecessary expenses and burdens on other parties), expose the designating party to sanctions.

(c) If it comes to a party's or non-party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that party or non-party must promptly notify all other parties that it is withdrawing the mistaken designation.

1      **C10-00544 JW (HRL) Notice will be electronically mailed to:**

2      Cliff Allan Maier      cmaier@mayerbrownrowe.com, Cmaier@mayerbrown.com,  
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6      Michael Henry Page    mpage@durietangri.com, records@durietangri.com

7      **Counsel are responsible for distributing copies of this document to co-counsel who have not**  
8      **registered for e-filing under the court's CM/ECF program.**